



ROWAN COUNTY

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REQUEST FOR PROPOSALS

FOR

INMATE HEALTH CARE SERVICES

ROWAN COUNTY DETENTION CENTER

Issued on: Monday, April 18 2011

Administered by: David Sifford, Purchasing Agent

**REQUEST FOR PROPOSALS
TO PROVIDE HEALTH CARE SERVICES
AT THE ROWAN COUNTY DETENTION CENTER**

INTRODUCTION

Rowan County requests proposals to manage and deliver comprehensive inmate healthcare services at the Rowan County Detention Center, located at 225 North Main Street, Salisbury, NC. This service would provide onsite nursing coverage a minimum of 12 hours per day, Monday through Friday; 12 hours per day on Saturday and Sunday and on-call services for non-staffed periods, in addition to physician and other medical services as described in the Requirements and Specifications Sections of this Request for Proposal (RFP). The terms "medical care" or "healthcare services" include both "psychiatric and psychological care" as well as "dental care." The facility houses both adult male and female inmates and the average daily population of the Detention Center was 266 in calendar year 2010, with a peak of 284 inmates.

Presently the medical services are provided through a combination of full-time and part-time nursing staff employed by the Sheriff's Department and a contract physician who conducts sick call at the jail. Emergency dental services are provided offsite and emergency mental health evaluations and limited mental health services are provided either onsite or offsite under contracts with local service providers. Emergency room and hospital care are provided by the Rowan Regional Medical Center. The detention center medical section consists of one exam room, an office/records room and a pharmaceutical supply area. There is no dental office space. Additional information regarding medical cost experience, local providers and services is available upon written request (see General Requirements).

It is the desire of Rowan County to award an inmate healthcare services contract for an initial 12 month term beginning July 1, 2011. Rowan County intends to include in the contract a right to automatically extend the term of the contract for additional one-year terms, provided such extensions are in the best interests of the parties.

GENERAL REQUIREMENTS

To be considered a valid proposal, one original proposal and two (2) duplicates must be received at the following address no later than 3:00 p.m. on **May 5, 2011**. It shall be the responsibility of the proposer to deliver its proposal to the appointed place, prior to the announced time for the delivery of the proposals. Late delivery of a proposal for any reason, including faulty or late delivery by United States Mail or other carriers, will disqualify the proposal.

Rowan County Finance Department
Purchasing Division
130 West Innes Street
Salisbury, NC 28144

A **Pre-Proposal Conference** will be held 9:00 AM on **April 28, 2011** at the Rowan County Detention Center at 225 North Main Street, Salisbury, NC. Interested contractors are asked to fax or email questions in advance of the conference in order that the County may prepare information requested for the conference. Questions concerning this Request for Proposals must be directed in writing via fax or email to:

David Sifford, Purchasing Agent
Fax: 704-216-8110
Email: david.sifford@rowancountync.gov

A performance bond as required by Article 3 of Chapter 44A North Carolina General Statutes; or a deposit of money, certified check or government securities for the full amount of the contract to secure the faithful performance of the terms of said contract for 100% of the contract **may be** required from the successful contractor before contract is executed.

Any exceptions to these specifications must be noted in detail and in writing included with your proposal. Simply attaching a copy of your specifications will not be accepted as exceptions. The absence of any exceptions will hold the proposer strictly accountable to the specifications and contract as written. Failure to submit (if applicable) shall be grounds for rejection of item(s) when offered for delivery.

The County of Rowan reserves the right to reject in whole or in part any and all proposals, and the right to waive formalities as may be permitted by law. The County of Rowan shall have a period of 120 days after opening of proposals in which to award a contract. All prices must remain in effect during that period. Rowan County reserves the right to negotiate the final price subsequent to submissions with the selected qualified contractor.

Expenses for developing the proposals are entirely the responsibility of the contractor and shall not be chargeable in any way to the County.

All proposals submitted in response to this RFP become the property of the County of Rowan. If any portion of the proposal is considered proprietary information, clearly mark that portion as such.

SELECTION CRITERIA

In order to provide for a fair and objective evaluation of proposals that will result in a mutually satisfactory contract between the successful contractor and Rowan County, the selection of a winning contractor will be made using the following three-step process:

1. In order to be initially selected, the contractor(s) must meet the "Minimum Qualifications of the Proposers" as included in this RFP, and their proposal must satisfy both the "Mandatory Requirements For All Proposals" and the "Objectives of the RFP," also contained in this RFP.

2. Qualified contractors that meet the conditions outlined above will be scored and ranked based on the following criteria: quality of response to services described in the response to this RFP, capacity to manage and provide services proposed, experience in detention centers healthcare, quality of references, and price.
3. One or more of the contractors may be invited to make oral presentations to a selection committee to answer questions.

Final award may be made to the contractor who meets the above stated selection criteria and is judged best able to provide and manage a healthcare delivery system at the Jail.

Proposals that do not meet the mandatory requirements will be considered non-responsive and rejected. After the evaluation of the proposals and the selection of the successful contractor, all contractors will be notified in writing of the selected firm.

OBJECTIVES OF THE REQUEST FOR PROPOSAL

Each response will be evaluated as to its achievement and compliance with the following stated objectives. Specific services desired are described under Specifications:

1. To operate the healthcare program in a cost-effective manner with full reporting and accountability to the Rowan County Sheriff, the Rowan County Detention Center Administrator and Rowan County Management.
2. To operate the healthcare program at sufficient staffing to attend to inmate medical needs and use only licensed, certified and professionally trained personnel.
3. To implement a written healthcare plan with clear objectives, policies, and procedures.
4. To operate the healthcare program in a humane manner with respect to the inmate's right to basic healthcare services.
5. To deliver high quality basic healthcare services that can be audited against established standards and sufficient for accreditation by the National Commission of Correctional Health Care and the American Correctional Association.
6. To maintain an open and cooperative relationship with the administration and staff of the Detention Center and be sufficiently flexible to respond to unforeseen mandates and inmate population needs.
7. To maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis.

MINIMUM QUALIFICATIONS FOR ALL CONTRACTORS

Rowan County requires that any contractor meet the following minimum qualifications. Failure to meet each of these qualifications may result in the contractor's disqualification.

1. The contractor must be organized for the purpose of providing correctional healthcare services and must have at least five (5) continuous years of experience with proven effectiveness in administering healthcare programs, with preference to experience in inmate healthcare services.
2. The contractor must demonstrate its ability to provide a healthcare system specifically for the Rowan County Detention Center. It must be able to demonstrate that it can complete the start up process in 45 days from the contract award date.
3. The contractor must carry professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
4. The contractor must be able to provide qualified and licensed staff with sufficient back-up personnel (including provisions for inclement weather).

MANDATORY REQUIREMENTS FOR PROPOSALS

All proposals must contain the following special information:

1. All proposals must contain sufficient information concerning the Inmate Healthcare Program for the Detention Center to evaluate whether or not the contractor meets "Minimum Qualifications for All Contractors."
2. All proposals must list by name, address and administrator of healthcare systems, programs, and correctional institutions where contractor has prior experience or is currently providing medical care and the length of time in effect. This list will be used as a source of references for the contractor.
3. All proposals must contain a full and complete staffing plan to provide minimally desired or recommended level of coverage and explain how medical, mental health and dental care for inmates at the Detention Center will be delivered and at what levels of service.
4. All proposals must contain a specific annualized price for a base population of up to 325 inmates for all medical care rendered under this contract (See also 4(b) below).
 - a. If the Provider wishes to state one price for the first 12 month term of the contract and another for subsequent years, that is acceptable. Any other exceptions to the specific price shall be stated, such as per diem charge for an increase in average daily population above the base level.

- b. The cost of services must be stated with detail for the following options. A price must be provided which includes:
 - 1) Contract cost per year for all services as outlined in this RFP and as proposed and a separate cost to include Mental Health Services.
 - 2) Cost per year for any additional, optional services as described under Specifications.
 - 3) Additionally, the contractor shall structure pricing options for different levels of services beyond that minimally required (e.g., 16 hour / 7 day per week, and 24 hour / 7 day per week nursing coverage).
 - 4) Rowan County is willing to share responsibility for the costs of medical care in excess of certain limits in order to assist the proposer in predicting its costs and potential liabilities. All proposals must specifically state the limits of responsibility so proposed, and how Rowan County would share in these costs once those limits have been reached.
5. The contractor must provide a yes/no response to the following with comments only as deemed necessary to indicate how resolved. Indicate the contractor's experience in the past five years:
 - a. Were grievances or formal complaints filed against the organization?
 - b. Were lawsuits or judgments filed?
 - c. Was there a default or breach of contract?
 - d. Were there investigations of fraud, abuse, conflict of interest, or criminal activities?
 - e. Did this organization or parent organization declare bankruptcy or go into receivership?
 - f. Were there any inmate fatalities or serious injuries that could in any way be proximately linked to the standard of care provided by the proposer organization at any of its contract facilities (include facility name, incident details and specific allegations, along with current status/disposition.)
6. The contractor must include with the proposal the completed Authorized Signature Form included with this RFP.

SPECIFICATIONS

Contractor shall be the sole supplier and/or coordinator of the healthcare delivery system at the Detention Center. Contractor shall be responsible for all medical care for all inmates at the Detention Center. The term "medical care" includes both "psychiatric and psychological

care” as well as “dental care.” This responsibility of the Provider for the medical care of any inmate commences with the commitment of the inmate to the custody of the administration of the Detention Center (after pre-booking injuries and illnesses have been treated) and ends with the discharge of the inmate from the custody of the Rowan County Detention Center.

- A. Healthcare services must be provided using National Commission of Correctional Health Care Standards and the North Carolina Jail Standards governing the health care of detainees (10A NCAC 14J – Section .1000.)
- B. Provider must recruit, interview, hire, train, schedule and supervise all healthcare staff to meet all conditions and specifications as set forth in the solicitation, the proposal selected, and the resulting contract. At minimum, nursing staff shall be scheduled to provide onsite nursing coverage 12 hours per day, Monday through Friday; 12 hours per day on Saturday and Sunday and on-call services for non-staffed periods, in addition to physician and other medical services providers described below. Provider shall specify levels of nursing care (PA/RN/LPN) for all coverage periods. Nurses will manage the distribution of all inmate prescriptions in order to eliminate the need for detention officers to perform this task. All medical staff providing services under this contract must be licensed to practice in the State of North Carolina. The provider agrees to interview and give first priority to existing medical staff.
- C. Provider shall identify the need, schedule, coordinate and pay for all physician services rendered to inmates inside or outside the Detention Center. At a minimum, Contractor shall identify a “responsible physician” who shall conduct sick call and generally provide such care as is available in the community. The “responsible physician” or another covering physician shall be on call to the nurse seven (7) days per week, twenty-four (24) hours per day for emergencies.
- D. Provider shall review the Receiving Screening Form that is completed by officers on all new commitments to the Detention Center within twenty-four (24) hours of arrival at the detention facility. Such review shall be conducted by a licensed medical professional.

A standard form will be used for purposes of recording the information of the Receiving Screening and will be included in the health record of the inmate.

- E. Provider shall identify the need, schedule, coordinate and pay for all non-emergency and emergency medical care rendered to inmates inside or outside the Detention Center.
- F. Provider shall identify the need, schedule, coordinate and pay for any inpatient hospitalization of any inmate of the Detention Center, subject to any proposed limits of liability. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided as well as establishing response protocols with the Rowan County EMS for emergency medical responses where ambulance transportation is necessary.

- G. Provider shall identify the need, schedule, coordinate and pay for all supporting diagnostic examinations, both inside and outside the Detention Center. Provider shall also provide and pay for all laboratory services, as indicated.
- H. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.
- I. Provider shall identify the need, schedule, coordinate and pay for mental health services rendered to inmates inside the Detention Center. The cost of court-ordered evaluations and any inpatient hospital commitments at a state facility will not be a part of the Provider's responsibility.
- J. Provider shall provide Emergency dental services which shall be available on a 24-hour a day basis.
- K. Provider shall provide a total pharmaceutical system for the Detention Center beginning with the physician's prescribing of medication, the filling of the prescription, the dispensing of medication, and the necessary record keeping. The Provider shall be responsible for the costs of all drugs administered.
- L. The pharmaceutical system shall include prescription medications and over-the-counter medications. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments will be stored under security conditions acceptable to the Detention Center and in accordance with DEA regulations and acceptable NCCHC & ACA standards.
- M. Provider shall provide and pay for additional equipment deemed necessary beyond that presently at the facility and for supplies used in the healthcare delivery system administered under this contract at the current facility.
- N. Provider shall maintain complete and accurate medical and dental records separate from the Detention Center confinement records of the inmate. In any criminal or civil litigation where the physical or mental condition of any inmate is at issue, Provider shall provide the Sheriff or County Official with access to such records and, upon request, provide copies.
- O. Provider will provide quality assurance, to include a systematic investigation of inmate grievances and complaints, and evaluation of cost containment, service provision, and concurrence with standards referenced in Objectives Section.
- P. Provider shall provide a consultation service to the Sheriff (or Detention Center) or County Official on any and all aspects of the healthcare delivery system at the Detention Center, including evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate pharmaceutical and other

systems, and on any other matter relating to this contract upon which Rowan County seeks the advice and counsel of the Provider.

GENERAL CONDITIONS

- A. The duration of this contract shall be from July 1, 2011 until June 30, 2012. Thereafter, this contract may be extended, upon agreement of the parties, for any number of subsequent one-year terms. Contract renewal quotations shall be submitted no later than March 1 of each subsequent year. Renewal Quotations shall be valid for 120 days.
- B. The healthcare delivery system must conform to State standards for medical services provided in correctional institutions as established by the Department of Corrections or other appropriate State authority, or by statute. The system must be in conformance with standards developed by the National Commission on Correctional Health Care (NCCHC) and North Carolina Minimum Standards for Jails (10NCAC 14J – Section .1000).
- C. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on Detention Center property.
- D. Provider shall have no responsibility for security at the Detention Center or for the custody of any inmate at any time, such responsibility being solely that of the Detention Center. Provider shall have sole responsibility in all matters of medical, mental health and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are “security risks” or who present a danger to themselves and others. On these matters of mutual concern, the Provider shall support, assist, and cooperate with the Sheriff and his staff whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical, mental health or dental judgment are still the responsibility of the Provider.
- E. Provider shall indemnify and hold harmless Rowan County and its agents, servants and/or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the healthcare delivery system at the Detention Center. Conversely, Rowan County shall indemnify and hold harmless Provider, its agents, servants and/or employees and /or medical and/or healthcare staff from any and all claims, actions, lawsuits, damages, judgments or liabilities arising out of the operation and maintenance of the Detention Center, including maintaining security.
- F. Provider shall have professional liability insurance coverage with limits of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate under such coverage. This insurance shall specifically cover provider and the services provided under this contract. Evidence of such insurance shall be presented to the County prior to the execution of the

contract. Failure to maintain such insurance shall be grounds for immediate termination of this contract.

- G. Policies and Procedures of the Provider relating to medical care are generally to be established and implemented solely by the Provider. In areas that impact upon the security and general administration of the Detention Center, the Policies and Procedures of the Provider are subject to review and approval of the Sheriff. The Sheriff retains the right to review and approve Policies and Procedures of the Provider in an area affecting the performance of his responsibilities under law.
- H. Neither the obligations nor the rights of the Provider under any resulting contract may be assigned by the Provider without the express written consent of The Sheriff and Rowan County, whose consent shall not be unreasonably withheld.
- I. The contractor should provide, along with the response to this RFP, a sample contract for consideration, in case the contractor should be awarded the contract.
- J. The contractor shall permit the Sheriff of Rowan County to conduct any necessary background investigations of all personnel assigned to the facility, and shall permit the Sheriff (or his designee) to disqualify any employee he reasonably believes to be a safety or security risk to the facility. All employees assigned to the facility shall abide by the facility's operational policies and procedures. The Sheriff reserves the right to require the provider to replace any provider-assigned staff member at any time without cause. These requirements will remain in effect throughout the duration of the contract period(s).

AUTHORIZED SIGNATURE FORM

Contractors that intend to submit a proposal in response to the Request for Proposals to Provide Health Care Services at the Rowan County Detention Center must complete, sign, and return this form with each proposal submitted.

Name of Firm Submitting Proposal: _____

Name of Authorized Representative of Firm: _____

I have read and will comply with the Rowan County procedural requirements stated in the Request for Proposal.

Signature of Authorized Representative of the Firm: _____

Date: _____